

STATE OF NORTH CAROLINA IN THE GENERAL COURT OF JUSTICE
GUILFORD COUNTY FILED SUPERIOR COURT DIVISION

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17WS3188

Jones, Devon V. natural person dba GUILFORD CO., C.S.C.)
DEVON V JONES Plaintiff)

Case No:

V

Complaint

NATIONWIDE ADA VANTAGE MORTGAGE) De

Demand for Trial by Jury

COMPANY Defendant)

DEVON V. JONES brings forth the following causes of action and alleges the following:

1. I am a resident of Guilford, North Carolina.
2. The defendant is a corporation and at the time of this complaint, a resident of Des Moines, IA
3. Plaintiff demand's trial by jury.
4. On August 11th, 2016 at 5:13pm a call was placed to NATIONWIDE ADVANTAGE MORTGAGE COMPANY to discuss my account. I requested a full balance and alerted the Defendant that is not the correct balance that I had in my notes. I disputed the Defendant's balance amount. At the end of the call I requested in writing the payoff amount and payoff address be mailed to me. (See Exhibit A)
5. On or around August 15th, 2016 I received the requested letter from NATIONWIDE ADVANTAGE MORTGAGE COMPANY. This letter had payoff instructions and a payoff statement included.(See Exhibit B)
6. August 19th, 2016 a money order for the amount \$835.00 was sent NATIONWIDE ADVANTAGE MORTGAGE COMPANY and the instrument contained a conspicuous statement written in the memo of the instrument "Tendered as full satisfaction of claim". It was accepted and credited to my account on August 23rd, 2016. (See Exhibit C)
7. September 19th, 2016 another money order for the amount \$835.00 was sent to NATIONWIDE ADVANTAGE MORTGAGE COMPANY and the instrument contained a conspicuous statement written in the memo of the instrument

“Tendered as full satisfaction of claim under duress”. It was accepted and credited to my account on September 23rd, 2016. (See Exhibit D)

8. On October 12, 2016 a notice of payment dispute was sent to Harry H Hallowell dba President of NATIONWIDE ADVANTAGE MORTGAGE COMPANY. There was no response to the notice. (See Exhibit E)
9. On November 8, 2016 a second notice and opportunity to cure was sent to the above mentioned parties and there was no response. (See Exhibit F)
10. On November 28, 2016 a third notice of default was sent out to the above mentioned party and there was no response. (See Exhibit G)
11. On December 15, 2016 a notice with intent to sue was sent out to the above mentioned party and still NATIONWIDE ADVANTAGE MORTGAGE COMPANY has failed to honor the instruments and provide me with remedy. (See Exhibit H) The terms of the contract are clear according to NCGS § 25-3-311 (b) Unless subsection (c) of this section applies, the claim is discharged if the person against whom the claim is asserted proved that the instrument of an accompanying written communication contained a conspicuous statement to the effect that the instrument was tendered as full satisfaction of the claim.
12. On January 22, 2017 a complaint was filed with the NORTH CAROLINA CONSUMER PROTECTION AGENCY. There was no response.
13. On January 27, 2017 the NORTH CAROLINA CONSUMER PROTECTION AGENCY notified NATIONWIDE ADVANTAGE MORTGAGE COMPANY of the complaint that I placed with them. (See Exhibit I) The NORTH CAROLINA CONSUMER PROTECTION AGENCY also notified the IOWA COSUMER PROTECTION AGENCY of NATIONWIDE ADVANTAGE MORTGAGE COMPANY’S unfair dealings in commerce. NATIONWIDE ADVANTGE MORTGAGE COMPANY has ignored all notices but still is demanding payment. Notices were sent out Notary Presentment via certified mail.

RELIEF TO BE GRANTED

1. I am requesting NATIONWIDE ADVANTAGE MORTGAGE COMPANY to pay compensatory damages in the amount of \$1000.00 for all payments made after the acceptance of money order tendered for accord and satisfaction.
2. The release of lien and title to the property address 1728 Rockford St, Winston Salem, NC
3. To report to all credit agencies that the loan was fully satisfied on August 23, 2016
4. Punitive damages to be awarded in the amount of \$50,000.00 for breach of contract, pain and suffering, emotional distress, and dishonor. I pray that the court fines the relief to be granted a lesson learned to NATIONWIDE ADVANTAGE MORTGAGE COMPANY.

State of North Carolina)

)

County of Guilford)

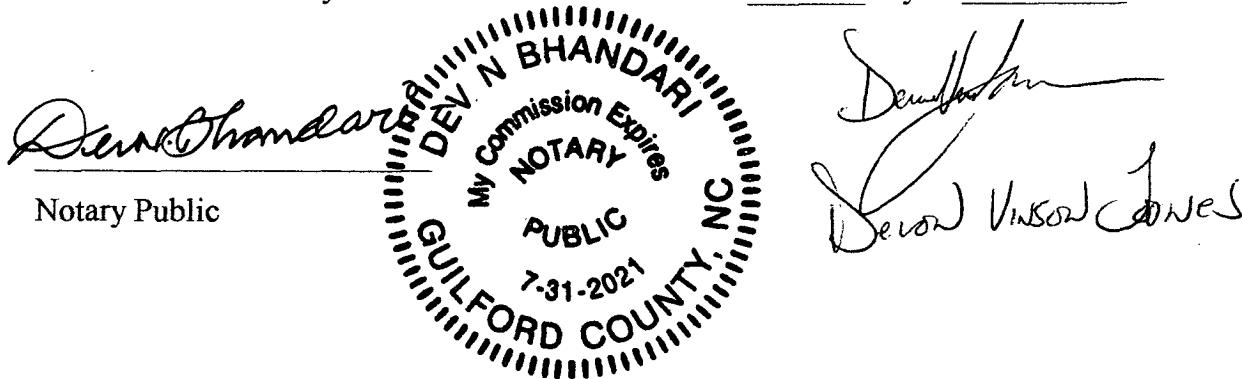
Before me, the undersigned notary public, this day, personally appeared

Devon Vinson Jones to me known, who being sworn according to law, deposes the following:

Be it known that I, Dev N. Bhandari, a duly empowered Notary Public, in the STATE OF NORTH CAROLINA county of GUILFORD a third party to the matter, for the sole purpose of certifying a response of want the thereof, at the request of Devon Vinson Jones did present on this 2nd Day of Feb 2017.

Without the United States: I state under penalty and perjury under the laws of the United States of America that the foregoing is true and correct.

I have hereunto set my hand and seal of office on this 2nd Day of Feb 2017



CERTIFICATE OF SERVICE

This certifies that on Jones, Devon V I, Jones,
Devon v dba DEVON V JONES, the Plaintiff-Consumer, certify that a copy
of the COMPLAINT was placed in the U.S. Mail on Feb 2 2017 by
U.S. Certified Mail # 7016 3010 0003 4411 5829 to be delivered to the
following parties:

NATIONWIDE ADVANTAGE MORTGAGE COMPANY
1100 Locust ST Dept. 2009
Des Moines, IA 50391-2009

NATIONWIDE ADVANTAGE MORTGAGE COMPANY
327 Hillsborough Street
Raleigh, NC 27603-1725

By: Jones, Devon V.
1104 Huffine Mill Rd
Greensboro, North Carolina
27405